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2000-01-20 10:25:35
Cook County Recorder 25.50

RECORDATION REQUESTED BY:
PALOS BANK AND TRUST COMPANY
12600 SOUTH HARLEM AVENUE
PALOS HEIGHTS, IL 60463

WHEN RECORDED MAIL TO:
PALOS BANK AND TRUST COMPANY
12600 SOUTH HARLEM AVENUE
PALOS HEIGHTS, IL 60463

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by: PALOS BANK AND TRUST COMPANY
12600 S. HARLEM AVE.
PALOS HEIGHTS, IL 60463

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 23, 1999, BETWEEN Raymond A. Schmitz, Jr. (referred to below as "Grantor"), whose address is 550 N. Kingsbury, Chicago, IL 60610; and PALOS BANK AND TRUST COMPANY (referred to below as "Lender"), whose address is 12600 SOUTH HARLEM AVENUE, PALOS HEIGHTS, IL 60463.

MORTGAGE. Grantor and Lender have entered into a mortgage dated 10-29-98 (the "Mortgage") recorded in Cook County, State of Illinois as follows:

RECORDED OCTOBER 30, 1998 AS DOCUMENT NUMBER 98-979508 WITH THE COOK COUNTY RECORDER

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Cook County, State of Illinois:

Lots 8 and 9 in Block 2 in Spear's Addition to Chicago, being a subdivision of part of the East 1/2 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as **1729-1731 W. Ellen, Chicago, IL 60622.** The Real Property tax identification number is 17-06-230-008 (Lot 8) and 17-06-230-009 (Lot 9), Vol. 583.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

TO EXTEND THE MATURITY DATE TO OCTOBER 23, 2000.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X Raymond A. Schmitz Jr.
Raymond A. Schmitz, Jr.

LENDER:

PALOS BANK AND TRUST COMPANY

By: Peggi Dutsch
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss
COUNTY OF Cook)

"OFFICIAL SEAL"
Ronald J. Gardiner
Notary Public, State of Illinois
Cook County, Illinois
My Commission Expires Aug. 7, 2002

On this day before me, the undersigned Notary Public, personally appeared **Raymond A. Schmitz, Jr.**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23RD day of OCTOBER, 1999.

By [signature] Residing at GLENWOOD, IL

Notary Public in and for the State of ILLINOIS

My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 23rd day of October, 19 99, before me, the undersigned Notary Public, personally appeared Peggie Dettrich and known to me to be the Asst. Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Patricia A. Ritchie Residing at Oak Lawn, Il 60453

Notary Public in and for the State of Illinois

My commission expires 4-9-00

"OFFICIAL SEAL"
Patricia A. Ritchie
Notary Public, State of Illinois
My Commission Expires April 9, 2000